

Carter Lake

Carter Lake Peace Officers Assn

7/1/2004

6/30/2008

BETWEEN

THE CITY OF CARTER LAKE, IOWA

AND

LOCAL 43, INTERNATIONAL UNION

OF POLICE ASSOCIATIONS, AFL-CIO

CARTER LAKE PEACE OFFICERS ASSOCIATION

JULY 1, 2004  
THROUGH  
JUNE 30, 2008

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# PREAMBLE

This Agreement entered into by the City of Carter Lake, Iowa hereinafter referred to as the Employer, and Local 43 affiliated with the International Union of Police Associations, AFL-CIO, hereinafter referred to as the Union, has its purpose, the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of grievances; and the creation of employment conditions to enable the City and its Police Union Employees to serve the public effectively and efficiently by virtue of harmonious relations between the Employer and the Union.

## **ARTICLE ONE**

### **RECOGNITION**

The Employer recognizes the Union as the sole exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other items within the scope of negotiations for the Employees within the bargaining unit, as defined in the Public Employment Relations Board Order of Certification for Local 43 of the International Union of Police Associations. AFL-CIO. The parties to this Agreement have agreed to remove the Police Aide position from the bargaining unit.

## **ARTICLE TWO**

### **MANAGEMENT RIGHTS**

Except where limited by express provisions elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict, limit, or impair the rights, powers, and authorities of the Employer as granted to it under the laws of the State of Iowa and the City's Ordinances. No City Ordinance shall conflict with the terms of this Agreement. The exercise of these rights, powers, and authorities shall not be in conflict with the terms of this agreement. These rights, powers, and authorities include, but are not limited to, the rights to direct the work of its Employees; to hire, promote, demote, assign, classify, and retain Employees in position within the City; to discipline, suspend, or discharge Employees for proper cause; to determine and implement methods, means, assignments, personnel, work rules, and schedules by which this Employer's operations are to be conducted; to contract for matters relating to municipal operations; to create, change, modify, reorganize, relocate, or discontinue any Employer function or operation; to initiate, prepare, certify, and administer the City's budget; and to establish retirement policies.

## **ARTICLE THREE**

### **DEFINITIONS**

#### **Section 1 Full Time Employee**

A full-time Employee shall be defined as an Employee appointed to a position that meets the work arrangements defined in Section 1 through 6 of **ARTICLE FIVE HOURS OF WORK AND DUTY SHIFTS**. Positions that meet the work arrangements defined in Sections 1 through 6 of **ARTICLE FIVE HOURS OF WORK AND DUTY SHIFTS** shall be known as full-time positions. For purposes of this Agreement the term Employee shall mean full-time Employee and the term Position shall mean full-time position.

#### **Section 2 Eligibility**

Only full-time Employees shall be entitled to all of the benefits provided by this Agreement.

#### **Section 3 Probationary Employees**

A probationary Employee shall be defined as a new Employee who has not completed ninety (90) workdays of continuous service with the Employer if he/she is certified when he/she is hired.

If the Employee is not certified upon being hired, he/she would be probationary for ninety (90) workdays after completing Academy Training. This training should occur within the first year of employment. Probation is not to exceed one year. The probationary period shall be uniform for all Employees as stated above and shall not be shortened nor extended by the Employer.

During such probationary period, the Employee may be laid off, disciplined, suspended or discharged by the Employer without recourse to the grievance procedure set out in this Agreement.

#### **Section 4 Officers Base Pay**

Officers Base Pay shall be the hourly rate of a full-time Employee that has been employed continuously for one (1) year and completed the Certification process of the Iowa Law Enforcement Academy.

### **ARTICLE FOUR NON-DISCRIMINATE CLAUSE**

The Employer shall not discriminate against any member of the Union or show favoritism to any non-union Employee in the settlement of grievances, job assignments, or work rules.

The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to physical disability, age, sex, marital status, race, color, creed, national origin, or political affiliation.

All references to Employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female Employees.

The Employer agrees not to interfere with the right of an Employee to become a member of the Union, or to refuse to become a member of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or Employer representatives against any Employee because of the Union membership or non-membership or because of any Employee activity in an official capacity on behalf of the Union, or in opposition of the Union, or for any other cause.

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union or which is in conflict with this Agreement.

The Union recognizes its responsibility as bargaining agent and agrees to represent all Employees in the bargaining unit without discrimination, interference, restraint, or coercion.

### **ARTICLE FIVE HOURS OF WORK AND DUTY SHIFTS**

#### **Section 1 Work Shift, Work Day, and Work Hours**

When assigned to an eight (8) hour work shift, eight (8) full hours shall constitute one (1) workday and five (5) consecutive workdays shall constitute one (1) workweek.

#### **Section 2 Work Schedule**

Employees shall continue their hours of work in accordance with past practice, unless changed according to the provisions below. Work schedules showing the Employees shifts, workdays, and work hours shall be posted on applicable departmental bulletin boards. Except for emergencies, changes will be posted at least two (2) weeks in advance of such schedule change.

### **Section 3 Other Exceptions**

Where changes are to be made by the Employer (for other than emergency reasons) and where schedules are to be adopted for new programs, the Employer agrees to meet and discuss with the Union prior to the implementation of such changes or schedules. The Union shall have the right to grieve the reasonableness of the change through the grievance procedure.

## **ARTICLE SIX WORK BREAKS**

### **Section 1 Rest Periods**

All Employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.

Employees who are required by their immediate supervisor to work a minimum of One (1) hour beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such shift. In addition, they shall be granted the regular rest and meal periods that occur during the shift.

### **Section 2 Meal Periods**

All Employees shall be granted a lunch period consisting of thirty (30) minutes during each work shift. The lunch period shall be taken at the discretion of the employee, during the work shift. Only one officer will be on lunch break at a time.

## **ARTICLE SEVEN HOLIDAYS**

### **Section 1 Holidays Recognized and Observed**

The following days shall be observed as paid holidays:

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day

Thanksgiving Day  
Christmas Day  
One (1) Floating Holiday  
Birthday

During the first year of this contract period (July 1, 2004 through June 30, 2005) employees shall be granted **one (1) additional floating holiday**. Use of the additional floating holidays shall not cause the employer to incur any overtime pay. (07-01-04)

## **Section 2 Eligibility Requirements**

In order to receive holiday pay, an Employee shall be required to work his/her regular work hours or work shift when the work shift falls on any of the days listed in Section 1.

No holiday granted to an Employee by this section can be considered as Vacation time and shall not be included in the amount of vacation, which an employee is entitled.

## **Section 3 Holiday Pay**

Employees who perform no work on a holiday shall be paid eight (8) times their current hourly rate of pay for the holiday.

Full-time Employees of a department which requires continual services will be treated as follows: Eight (8) hours holiday pay will be given to each Employee of the department whether they work or not. Employees required to work on a designated holiday will be paid time and a half (1 1/2) for the designated holiday in addition to the eight (8) hours holiday pay.

# **ARTICLE EIGHT VACATIONS**

## **Section 1 Eligibility and Allowances**

Full-time Employees shall be eligible for vacation on a yearly basis and may be taken after completion of an employee's first year of continuous service. Employees shall be eligible for vacation according to the schedule provided in Addendum A.

## **Section 2 Vacation Accrual**

There is no accrual of vacation days, from year to year. Due to circumstances beyond the officer's control, such as manpower shortage, the City may compensate the Officer(s) for unused vacation time at their current wage rate. Considered on a case-to-case, year-to-year basis. 1/7/97

## **Section 3 Vacation Pay**

Vacation pay shall be computed at the straight-time rate of pay applicable to an Employee's regular classification during the Employee's vacation period.

## **Section 4 Holiday During Vacation Period**

If a holiday occurs during an Employee's vacation period, the holiday shall not be charged to the employee's vacation.

## **Section 5 Choice of Vacation Period**

Subject to Article 2, if the Chief of Police feels that the nature of the work makes it necessary to limit the number of Employees on vacation at any one time, the employee with the greater seniority in that department shall be given his/her choice of vacation period. Otherwise, vacations shall be granted at the time requested by the Employee.



### **Section 6 Vacation Rights in Case of Separation**

An Employee who is separated from the service of the Employer for any reason after one (1) year of continuous service shall be compensated for the unused vacation he she has accumulated at the time of separation.

## **ARTICLE NINE** **LEAVE OF ABSENCE**

### **Section 1 Eligibility Requirements**

An Employee shall be eligible for leave of absence after the expiration of his/her probationary period.

### **Section 2 Application of Leave**

The Employee to the Chief of Police shall submit any request for a leave of absence in writing. The request shall state the reason the leave of absence is being requested and the length of time of such requested absence shall be answered as soon as possible.

### **Section 3 Paid Leaves**

#### **A) Family Death**

In the event of the death of an Employee's spouse, parent, parent-in-law, child, brother, sister, brother-in-law, sister-in-law, grandparent, grandchildren, aunt, or uncle, the Employee shall be granted up to five (5) work days leave of absence at the Employee's option with full pay.

#### **B) Court and Jury Duty**

Any full-time Employee, who is selected for jury duty or is called as a government witness, shall receive a paid leave of absence for the time spent on such duty. Compensation received by the Employee from the Court will be turned over to the City Clerk, with the exception of meal or travel expenses incurred by the Employee. If an Employee is summoned as a plaintiff or a defendant in a proceeding involving or arising from outside employment or personal business, the Employee shall not be entitled to a leave with pay, but may use accrued vacation or compensatory time to offset the lost time.

#### **C) Voting Time**

Any Employee required to work for all of the hours during which polls are open on an election day shall be granted sufficient time off with pay to vote.

#### **D) Military Leave**

All Employees, other than Employees employed temporarily for six (6) months or less, who are members of the National Guard, Organized Reserves or any component part of the military, naval, air force, or nurses corps of this State or Nation, or who are or may be otherwise inducted into the military service of this State or the United States, shall be, when ordered by proper authority to active State or Federal service, entitled to a leave of absence from their employment with the City of Carter Lake for the period of such active State or Federal service, without loss of pay during the first thirty (30) days of such leave of absence. The Employer may make a temporary appointment to fill any vacancy created by such leave of absence, and may require documentation of such military service.

## **E) Sick Leave**

### **1) Eligibility**

Any permanent Employee contracting or incurring any non-service connected illness or injury, which renders such Employee unable to perform the duties of his/her employment, shall receive sick leave with pay. If an Employee is injured while gainfully employed by a different employer who is insured under Worker's Compensation Law, the Employee shall be entitled to sick leave pay and shall be required to collect and turn over to the City, any Worker's compensation benefits he/she receives. The Employee shall receive sick leave credit for Worker's Compensation benefits turned in to the City.

### **2) Accrual**

Employees can bank up to 1040 hours in a sick leave bank.

Employees shall earn fifteen days of sick leave per year for the first three years of employment and twenty days of sick leave per year the fourth year of employment and every year thereafter. (07-01-04)

Employees shall carryover their current individual sick leave balances to apply towards their 1040-hour sick leave bank.

### **3) Family Illness or Injury**

All Employees shall start to earn sick leave from their last date of hire and shall be eligible for sick leave after sixty days of continuous service with the City.

An Employee shall be granted up to five (5) paid days leave of absence charged against accrued sick leave to care for a family member who becomes ill or injured, providing such family member resides in the Employee's home and/or is dependant of the Employee.

Additional sick leave days shall be allowed for this purpose provided that the Police Chief gives approval. Such approval shall not unreasonably be denied.

### **4) Benefits Allowed When Leaving Employment**

The Employee will be entitled to accrue a maximum of 1040 sick leave hours and at the time the sick leave is actually taken by the Employee, he/she will be compensated at the hourly rate that the Employee is earning at the time the sick leave is taken.

Each Employee's current sick leave balance will be added to his/her new "sick leave bank".

Upon termination for any reason other than just cause, or upon retirement, the Employee shall be compensated one hour of pay for every five hours of accrued sick leave remaining in his or her sick leave bank, calculated and paid at the hourly rate of the Employee at the time of termination or retirement.

No benefits will be paid if the Employee is terminated for just cause or voluntarily quits without a two-week notice to the City.

### **5) Reporting of Absences**

All absences from work, chargeable against sick leave, should be reported to the Employee's immediate Supervisor at least one hour before the start of the work day of absence if physically possible or as soon thereafter as is physically possible. Failure to do so may result in the loss of sick leave pay.

### **6) Extended Absences**

For absences over three (3) days, the Employer shall have the right to require proof of illness, injury or other uses of sick leave.

For period of three (3) days or less, the Employer will not normally require proof of injury or illness, unless in the judgment of the Chief of Police, there is a question of legitimate usage. Proof of illness or injury shall include a doctor's certificate or other reasonable verification available to the Employee.

#### **7) Injury on the Job**

Employer believes that the Employee should not lose compensation due to an injury on the job. Currently Worker's Compensation pays the Employee at a rate of 66% to 70% of Employee's pay. The Employer will make up the difference in pay, but not at the expense of the Employee's sick leave.

#### **8) Wellness Day**

Any employee not using sick leave in a three-month calendar period will receive one day, this will be referred to as a wellness day. This day off with pay given must be used within the next three calendar months or the day will be forfeited. This day off with pay will only be used in a manner that will not cause overtime pay. There shall be a maximum of four days of wellness that can be earned in a calendar year.

### **Section 4 Unpaid Leaves**

#### **A) General Conditions**

Any permanent Employee who, for any reasonable purpose, desires to secure leave from his/her regular duties may, with the approval of the Employer, be granted a special leave of absence without pay. Any employee desiring a leave of absence without pay shall submit a request in writing stating the reason(s) for the desired leave, the date when the leave should begin, and the approximate date of return to duty. Failure to return to work at the end of the leave shall constitute just cause for dismissal. It is understood that a leave of absence shall not be used for the sole purpose of accepting full-time employment elsewhere; any Employees accepting such employment elsewhere shall be terminated. The Employer may require a physical examination before an Employee is allowed to return to work after a leave of absence. An Employee granted a leave of absence without pay shall, upon completion of said leave, be returned to the same job and the same pay rate occupied at the time the leave began. During any leave of absence without pay, the Employee will not continue to accrue or receive any other privileges, benefits, or pay granted by this Agreement. Disposition of all requests for leaves or absences and extensions thereof, shall be in writing.

#### **B) Military Service**

An Employee, who enters into active service in the armed forces of the United States while in the service of the Employer, shall be granted a leave of absence for the period of military service as required by law.

#### **C) Maternity Leave**

Unpaid maternity leave---not to exceed six (6) months---shall be granted at the request of the Employee upon presentation of a doctor's certificate verifying when their condition requires them to leave work and when their conditions enables them to return to work. A written request for maternity leave must be issued at least two (2) weeks prior to the desired beginning date of such leave. Maternity leave shall be, upon request of the Employee, extended or renewed for a period not to exceed six (6) months upon recommendation of the Employee's doctor.

An Employee hired to replace an Employee on "Maternity Leave" is classified as "temporary" and retains "temporary" classification until the return of the Employee, or upon termination of the Employee on maternity leave.

#### **D) Union Business**

Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence without pay upon written request by the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period at any time upon written request by the Union.

### **ARTICLE TEN INSURANCE**

#### **Section 1**

All full-time Employees are eligible to apply for **Health and Dental** insurance on the sixtieth (60) day following their employment date, and the plan becomes effective the first day of the next month following such applications. Management will pay the full cost of a single policy, major medical and dental plan. If the Employee wishes family coverage, it may be obtained by authorizing a payroll deduction for the added cost. The current cost to an employee for family coverage is \$565.26 per month. During the term of this contract the City will not increase the cost for family coverage to the employee. (07-01-04)

Those employees electing not to participate in these insurance coverage's shall not receive any other form of coverage in lieu of those benefits. (07-01-04)

The City will provide all full-time Employees with life insurance coverage of at least \$30,000.00 per individual death benefit under a group policy. Additional coverage, if desired, may be obtained by filling out the appropriate form with premiums being deducted from paychecks. 7/1/01

#### **Section 2**

In the event it becomes necessary to change insurance carriers, the City and the Local 43 shall meet and discuss alternatives. (07-01-04)

#### **Section 3**

The City will agree to comply with Federal guidelines as they pertain to Cobra. (07-01-04)

### **ARTICLE ELEVEN WAGES**

#### **Section 1 Wage Schedule**

For the fiscal year beginning July 1, 2004 and ending June 30, 2008, Employees shall be compensated in accordance with the pay chart in Article 11, Section 1 D. (07-01-04)

**A) Appointment of Sergeant and Corporal:** This department shall maintain a position of Sergeant and two (2) Corporals, with differences amounting to: the position of Sergeant receiving One dollar and Fifteen cents an hour, over Officer Base Pay and Corporal receiving sixty-five cents an hour, over Officer Base Pay. Neither of these differentials includes Time and Step (as defined in (D) of this Article and Section) or **Hourly Shift Differential** (as defined above). 7/1/01

**B) New Officers Pay:** Upon being hired by the City, to be a Police Officer, the newly hired person that is not ILEA certified shall be paid ninety (90%) percent of Officers Base Pay. After six (6) months of service, the New Officer's wage shall increase to ninety-five (95%) percent of the Officer Base Pay. Upon the New Officer's one (1) year anniversary, that Employee shall receive one hundred (100%) percent of Officer Base Pay, provided such Employee has graduated the Iowa Law Enforcement Academy. A certified officer being newly hired shall receive one-hundred (100%) of the current base pay (7/01/01)

**C) Hourly Shift Differential:** Any Employee working the hours of three (3) PM to eleven (11) PM (1500 hours to 2300 hours) will receive a Twenty-five (\$.25) per hour shift differential pay. Any Employee working the hours of eleven (11) PM to seven (7) AM (2300 hours to 0700 hours) shall receive a Thirty-five (\$.35), per hour shift differential pay. Overtime and holiday pay do not apply unless the department is an Employee short, causing Employees to work their days off or twelve (12) hour shifts (overtime figured then add the differential pay). Employee working the seven (7) PM to three (3) AM (1900 hours to 0300 hours) and other any other shifts, that fall in these hours, will receive the differential pay.

**D) Time and Step:** This time and step chart replaces old Article 12 – Longevity.

(SEE ADDENDUM B) (7/01/04)

The sum of Officer Base Pay, time and step pay, hourly shift differential pay and Sergeant and Corporal pay will determine Employee's wages.

#### Section 2 Pay Period

The salaries and wages of employees shall be paid every two weeks. The Employee must submit a complete time sheet by midnight on the Friday preceding each payday.

### **ARTICLE TWELVE** **OVERTIME AND COMPENSATORY TIMES**

#### **Section 1 Rate of Pay**

##### **A) Overtime Rate of Pay**

One and one-half (1-1/2) times the Employee's regular hourly rate of pay shall be paid for all hours worked in excess of the Employee's established work day, including before or after an Employee's regularly scheduled work day or work shift.

##### **B) Compensatory Time Rate of Pay**

A credit of one and one-half (1-1/2) hours will be given to an Employee for each hour worked, when the hour worked is classified as compensatory time (comp time). Compensatory time is classified as any time worked by a public Employee, which is not regular work time, and is not paid as overtime.

It must also be noted that any rules governing compensatory time must conform to existing federal regulations, particularly, the Fair Labor Standards Act of 1975, 207(0) with regards to use by public employees.

## **Section 2 Overtime/Compensatory Time Distributions**

When overtime/compensatory time is required, the Employee's immediate supervisor shall approve it, and it shall be equalized over each fiscal year as nearly as practical among Employees holding the same job classification and working with a single department. In assigning overtime/compensatory time, the person with the necessary qualifications and abilities and with the least number of overtime/compensatory hours in the job classification will be offered the work first. If this Employee does not accept the assignment or cannot be contacted, the Employee with the next fewest number of overtime/compensatory hours to his/her credit shall be offered the assignment. If he/she cannot be contacted, this procedure shall be followed until the required Employee(s) has/have been selected for the overtime/compensatory time in the event that no one wants the overtime/compensatory time offered, the least senior Employee(s) will be required to work.

An Employee who has been working on a specific assignment or who is performing a specific project may be assigned overtime/compensatory time beyond his/her regular work shift or be called back regardless of overtime/compensatory hours to their credit.

Compensatory time ceiling for Employees covered under this Union Contract will be at Eighty (80) hours. 7/01/97

## **ARTICLE THIRTEEN MINIMUM TIME PAY ALLOWANCES**

### **Section 1 Call Time**

Any Employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours of work at the rate of one and one-half (1-1/2) times the Employees regular wage.

### **Section 2 Court Time**

Any Employee that has a court appearance pertaining to their work outside of his/her regularly scheduled shift shall be paid for a minimum of three (3) hours of work at the rate of one and one-half (1-1/2) times the Employees regular wage.

\* If the call time work assignment and the Employee's regular shift overlap, the Employee shall be paid at the rate of one and one-half (1-1/2) times the Employees regular hourly rate only until the Employee's regular shift is scheduled to begin

## **ARTICLE FOURTEEN EDUCATIONAL INCENTIVES**

### **College Credit Reimbursement**

Any full-time Employee with one (1) or more years of continuous service with the City shall be eligible for full college credit reimbursement, provided the following requirements are met. The City is to be notified upon Employees intent to participate in such incentive. The courses taken must fall under a Human Services related field (such as: Criminal Justice, Psychology, Sociology, and Counseling, Computers or Spanish). The courses are to be taken through Iowa Western Community College (IWCC) or Buena Vista University offered through IWCC campus. And the Employee must receive no less than a "B" grade in each class. Graduate level classes will require prior City Council approval if courses are taken at a College or University other than IWCC or Buena Vista University.

## **ARTICLE FIFTEEN**

### **EQUIPMENT MAINTENANCE**

#### **Section 1 Uniforms and Protective Clothing**

All uniforms, protective clothing, safety equipment and protective devices to be worn or used by the Employees, as required by the Employer, shall be provided by the Employer, will continue to be provided by the Employer, at no cost to the Employee.

#### **Section 2 Uniform Allowances**

To offset expenses incurred by the Employee with regards to uniform purchase, for the fiscal year 2003-2005, the Employer agrees to provide \$700.00 a year. This will be done by an open Purchase Order through the City Clerk's office.

In addition there will also be \$250.00 allotment strictly for cleaning, alteration and repair to uniforms. The Employee will pay for the work being done and provide the original receipt for reimbursement.

#### **Section 3 Uniform Allowances**

a) Uniform allowance shall be defined as: Clothing required in the normal course of duty, that includes: shirts, pants, ties, coats (raincoats, winter coats, & jackets), thermal underwear, socks, shoes/boots, gloves, and hats.

b) Uniform allowance **shall not** be used to purchase firearms of any kind.

c) Uniform allowance **may** include any items that are to be used in the course of duty, provided written approval is given from the Chief of Police.

#### **Section 4 Personal Items**

Personal items damaged, destroyed or lost in the line of duty may be reimbursed by the city on a case-by-case basis. 7/1/01 Amended and revised 7/01/03.

## **ARTICLE SIXTEEN**

### **EMPLOYMENT SENIORITY**

#### **Section 1 Departmental Seniority**

Departmental seniority shall relate to the time an Employee has been continuously employed by a department in a permanent full-time position.

New Employees shall be added to the seniority list thirty (30) days after their initial probationary period has expired. The Employer shall post on all Union bulletin boards, a current seniority list showing the continuous service of each Employee. A copy of the seniority list shall be forwarded to the Union at the time of posting.

Seniority of an Employee shall be terminated for any of the following reasons:

- A) Discharge for just cause.
- B) Retirement.
- C) Voluntary resignation.
- D) Failure to return to work as required after authorized leave.

When an Employee is discharged, the Employee shall collect his/her wages owed through the last workday at the next pay period after termination.

## **Section 2 Resignations**

In the event an Employee decides to resign, the Employee shall give written notice to the Employer, through the department head, at least two (2) weeks in advance, whenever possible.

## **Section 3 Disciplines, Suspension and Discharge**

An orderly system of discipline shall begin with a written warning from the supervisor, containing date and times, to the Employee. The Employee and the supervisor shall acknowledge the issuance of such written warning with their signatures, recognizing, however, that the Employee's signature does not, in any way, constitute an admission of guilt to any wrong doings which may be alleged in said warning. Such warning, whenever possible shall be made in private. If a warning does not achieve the desired results, a suspension from one (1) to not more than three (3) workdays without pay may be levied against the Employee for a second violation. The Employee and his/her steward will be notified in writing that the Employee has been suspended and is subject to discharge. Outright discharge for repeated violations or a single major violation may be levied. The Employee shall have the right to appeal all written warnings, suspensions, or discharge whenever possible, it shall be done in a manner that will not embarrass the Employee before other Employees or the public. No Employee shall be discharged without just cause. (7/01/03)

Any Employee found by the grievance procedure to have been wrongfully suspended or discharged shall be reinstated without loss of pay for the term of the suspension or the duration of the discharge. No Employee shall be made to suffer loss of seniority or fringe benefits for a wrongful suspension or discharge, if so ascertained.

Any Employee appealing suspension or written warning shall do so in writing within five (5) work days from the beginning hour of such written warning or suspension. Any Employee appealing discharge shall do so in writing within five (5) work days from the notice of discharge.

## **ARTICLE SEVENTEEN** **GRIEVANCES**

### **Section 1 Definition**

A grievance shall be defined as a dispute or disagreement raised by an Employee against the Employer involving the interpretation or application of any specific provision of the Agreement. Employees may consult with the Union Steward prior to the filing of a grievance, and may have representation at any step of the procedure. Any individual Employee shall have the right at any time to present his/her grievance, but no action shall be taken on any grievance without first notifying an officer of the Union. Grievances, as herein defined, shall be processed in the manner prescribed in Section 2.

### **Section 2 Grievances and Arbitration Procedure**

#### **Step 1**

The Union Steward, with or without the Employee, at the Employee's option, shall take up the grievance in writing with the Employee's immediate supervisor within five (5) work days of the date of the grievance or the Employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond in writing to the steward and the Employee within five (5) days.

#### **Step 2**

If the answer is not satisfactory to the Employee, the Union Steward shall present the matter in writing with the Employee to the department head within five (5) workdays after the supervisor's response is due. The department head shall respond to the Union Steward and the Employee in writing within five (5) workdays.



### **Step 3**

If the grievance still remains unadjusted the Union Steward and the Employee shall present it to the Mayor and the City Council in writing within five (5) workdays after the response of the department head is due. The Mayor and the City Council shall respond in writing to the Union Steward and the Employee (with a copy of the response to the local Union President) within five (5) workdays.

### **Step 4**

If the grievance is still unsettled, the Union and aggrieved Employee may, within five (5) work days after the reply of the Mayor and the City Council is due, request arbitration.

An arbitrator to be selected by the Employer and the Union within five (5) workdays after the notice requesting arbitration has been given shall conduct the arbitration proceedings. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike Two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator, within the scope of his/her authority, shall be final and binding on the parties. The arbitrator shall be requested to issue his/her decision within ten (10) workdays after the conclusion of testimony and argument.

The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this Agreement, nor shall he/she have the authority to render any decision which conflicts with any law, ruling, or regulation issued by a court of competent jurisdiction, nor to imply any obligations on the Employer which is not specifically set forth in this Agreement.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Union and the Employer. However, each party shall be responsible for compensation to its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

### **Section 3 Time Limitations**

Failure by an Employee or Union Steward to comply with any time limitation shall constitute a withdrawal of the grievance. Failure by the Employer to comply with any time limitation up through Step 3 shall constitute a settlement of the grievance in accordance with the requested remedy.

It is understood that the "work days" referred to in the time limitations throughout Section 2 above refer to the work days of the individual on whom the obligation to act or respond falls. Such workdays are exclusive of vacations, holidays and leaves of absence.

### **Section 4 Orderly Resolutions**

Should any grievance arise between the Employer and any Employee, there shall be no interruption of work, and every effort shall be made to settle the grievance as soon as possible.

No Employee or Union Steward shall be made to suffer loss of pay in the normal progression of grievance under the provisions of this Agreement, except where the Employee is suspended or discharged. In the latter case, if the Employee is reinstated, he/she will not suffer any loss of pay.

### **Section 5 Processing Grievances During Working Hours**

The grieving party and the Steward or designee assigned to a grievance may investigate and process said grievance during working hours without loss of pay.

## **ARTICLE EIGHTEEN STRIKES AND LOCKOUTS**

### **Section 1 Strike**

Neither the Union nor its officers or agents will directly or indirectly induce, instigate, encourage, authorize, ratify, or participate in a strike against the Employer.

### **Section 2 Lockouts**

The Employer shall institute no lockouts of Employees.

## **ARTICLE NINETEEN GENERAL PROVISIONS**

### **Section 1 Union Bulletin Board**

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

### **Section 2 Union Activities on Employer's Time and Premises**

The Employer agrees that during working hours, on Employer's premises and without loss of pay, Union representatives shall be allowed to transmit communications authorized by the local Union or its officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

### **Section 3 Visits by Union Representatives**

The Employer agrees that accredited representatives, not to exceed two (2) at any one time, of the International Union of Police Association, AFL-CIO, whether local Union representatives, or international representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business provided reasonable notice is given to the Employer of the pending visit. It is understood that there shall be no interruption or interference with the Employer's operations and the visiting agent or agents shall adhere to all of the Employer's safety and security procedures.

### **Section 4 Work Rules**

The Employer agrees to inform the Union of existing work rules and of the establishment of new work rules affecting the working conditions of the Employees within the bargaining unit.

The Employer will not establish work rules, which are in conflict with the terms of this Agreement regarding Employees covered by this Agreement. All work rules will be posted forty (40) work hours before they become effective, except in cases of emergency.

### **Section 5 Personnel Files**

Employees shall have access to their own personnel files. Any subject matter submitted by the Employer to the Employee's personnel file which could be detrimental to the Employee's future promotion, transfer, present or future employment, shall be served upon the Employee in writing. Requests to review an Employee's personnel file shall be made by the Employee to the City Clerk so that a review may be made within a reasonable time.

### **Section 6 Physicals**

All physicals required by the Employer shall be provided at no cost to the Employee.

## **ARTICLE TWENTY SAVINGS CLAUSE**

Should any Article, Section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified Article, Section, or portion thereof, declared null and void in the decision and the remainder of this Agreement shall remain in full force and effect: upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

## **ARTICLE TWENTY-ONE ENTIRE AGREEMENT AND WAIVER CLAUSE**

This Agreement supersedes and cancels all previous Agreements and practices between the Employer and the Union, and constitutes the entire Agreement between the parties, and concludes collective bargaining for its term. This contract may be reopened for reconsideration of specific Articles and/or Sections only upon written mutual agreement of the parties at anytime during the term of the Agreement.

## **ARTICLE TWENTY-TWO DURATION AND NEGOTIATIONS**

### **Section 1 Contract Period**

This Agreement shall be effective as of the first (1st) day of July, 2004, and shall remain in full force and effect through the thirtieth (30th) day of June 2008. Negotiations for a succeeding Agreement to become effective starting July first (1<sup>st</sup>) 2008 shall begin after August thirty-first (31st), 2007, but no later than September thirtieth (30), 2007. (07-01-04)

### **Section 2 Impasse Procedures**

In the event the parties are unable to voluntarily negotiate a new collective bargaining agreement, either party pursuant to Chapter 20 of the Code of Iowa may invoke the impasse procedures.

### **Section 3 Time Limitations**

The Union agrees to make its first bargaining offer public to the Council no later than October 1, 2007. If Union does not make its offer to the Council on or before that date, the parties agree that no terms of this contract, including wages, will be renegotiated for the next year. (07-01-04)

**Section 4 Force Size**

No reduction in force from existing number of Police Officers during this agreement.

**ARTICLE TWENTY-THREE  
DRUG TESTING**

Employer shall have the right to conduct drug testing consistent with State and Federal laws.

**ARTICLE TWENTY-FOUR  
SAFETY**

Each sworn Employee will be issued one soft vest and one cover every five years or the manufacturers recommended replacement time, whichever is shorter. The Employee will be responsible for replacing the cover, if necessary, during this period. The old vest must be presented in order for the City to issue a replacement. The vests remain the property of the City. Vests and/or covers damaged in the line of duty and adequately verified, shall be replaced by the City.

**ADDENDUM A**  
**VACATION ALLOWANCE SCHEDULE**

Forty (40) hours after one (1) year of service.

Eighty (80) hours after two (2) years of service.

One hundred and twenty (120) hours after three (3) years of service.

One hundred and twenty-eight (128) hours after six (6) years of service.

One hundred and thirty-six (136) hours after seven (7) years of service.

One hundred and forty-four (144) hours after eight (8) years of service.

One hundred and fifty-two (152) hours after nine (9) years of service.

One hundred and sixty (160) hours after ten (10) years of service.

Two hundred (200) hours after fifteen (15) years of service.

Two hundred forty (240) hours after twenty (20) years of service. (MAX)

7/1/01

**ADDENDUM B (1)**  
**TIME AND STEP**

**July 1, 2004 through June 30, 2005**

2%

	Non-certified New Hire	Non-certified 6 Months	Officer's Base Pay	2% Year Two	3% Year Three	4% Year Four	5% Year Five	10% Year Eight
Monthly	\$2,669.00	\$2,817.00	\$2,966.00	\$3,025.00	\$3,054.00	\$3,084.00	\$3,115.00	\$3,262.00
Yearly			\$35,589.00	\$36,296.00	\$36,650.00	\$37,003.00	\$37,378.00	\$39,146.00
Hourly	\$15.40	\$16.25	\$17.11	\$17.45	\$17.62	\$17.79	\$17.97	\$18.82
Overtime	\$23.10	\$24.38	\$25.67	\$26.18	\$26.43	\$26.69	\$26.96	\$28.23
	90% of base pay	95% of base pay						
Corporal Pay			\$17.76	\$18.10	\$18.27	\$18.44	\$18.62	\$19.47
Sergeant Pay			\$18.26	\$18.60	\$18.77	\$18.94	\$19.12	\$19.97

**ADDENDUM B (2)**  
**TIME AND STEP**

**July 1, 2005 through June 30, 2006**

2.5%

	Non-certified New Hire	Non-certified 6 Months	Officer's Base Pay	2% Year Two	3% Year Three	4% Year Four	5% Year Five	10% Year Eight
Monthly	\$2,737.00	\$2,888.00	\$3,040.00	\$3,101.00	\$3,132.00	\$3,162.00	\$3,193.00	\$3,344.00
Yearly			\$36,483.00	\$37,211.00	\$37,586.00	\$37,939.00	\$38,314.00	\$40,123.00
Hourly	\$15.79	\$16.66	\$17.54	\$17.89	\$18.07	\$18.24	\$18.42	\$19.29
Overtime	\$23.69	\$24.99	\$26.31	\$26.84	\$27.11	\$27.36	\$27.63	\$28.94
	90% of base pay	95% of base pay						
Corporal Pay			\$18.19	\$18.54	\$18.72	\$18.89	\$19.07	\$19.94
Sergeant Pay			\$18.69	\$19.04	\$19.22	\$19.39	\$19.57	\$20.44

**ADDENDUM B (3)**  
**TIME AND STEP**

**July 1, 2006 through June 30, 2007**

3%

	Non-certified New Hire	Non-certified 6 Months	Officer's Base Pay	2% Year Two	3% Year Three	4% Year Four	5% Year Five	10% Year Eight
Monthly	\$2,818.00	\$2,976.00	\$3,132.00	\$3,195.00	\$3,226.00	\$3,257.00	\$3,288.00	\$3,446.00
Yearly			\$37,586.00	\$38,334.00	\$38,709.00	\$39,083.00	\$39,458.00	\$41,350.00
Hourly	\$16.26	\$17.17	\$18.07	\$18.43	\$18.61	\$18.79	\$18.97	\$19.88
Overtime	\$24.39	\$25.76	\$27.11	\$27.65	\$27.92	\$28.19	\$28.46	\$29.82
	90% of base pay	95% of base pay						
Corporal Pay			\$18.72	\$19.08	\$19.26	\$19.44	\$19.62	\$20.53
Sergeant Pay			\$19.22	\$19.58	\$19.76	\$19.94	\$20.12	\$21.03



**ADDENDUM B (4)**  
**TIME AND STEP**

**July 1, 2007 through June 30, 2008**

4%								
	Non-certified New Hire	Non-certified 6 Months	Officer's Base Pay	2% Year Two	3% Year Three	4% Year Four	5% Year Five	10% Year Eight
Mont ly	\$2,931.00	\$3,094.00	\$3,257.00	\$3,323.00	\$3,354.00	\$3,387.00	\$3,420.00	\$3,583.00
Yearly			\$39,083.00	\$39,874.00	\$40,248.00	\$40,643.00	\$41,038.00	\$42,994.00
Hourly	\$16.91	\$17.85	\$18.79	\$19.17	\$19.35	\$19.54	\$19.73	\$20.67
Overtime	\$25.37	\$26.78	\$28.19	\$28.76	\$29.03	\$29.31	\$29.60	\$31.01
	90% of base pay	95% of base pay						
Corporal Pay			\$19.44	\$19.82	\$20.00	\$20.19	\$20.38	\$21.32
Sergeant Pay			\$19.94	\$20.32	\$20.50	\$20.69	\$20.88	\$21.82

Robert D. Kennedy 01-23-04  
Union President Date

Emil Hauser 2-20-04  
Mayor Date

Vacant  
Union Vice-President Date

Soreen Mowery 2-20-04  
Witness Date

[Signature] 01-23-04  
Union Secretary Date